

PATENT
Serial No: 09/526,735
Atty Dkt.: 12953/100116

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Manivannan Devarajan *et al.*

Serial No.: 09/526,735

Filed: March 16, 2000

For: UNIFIED WEB-BASED INTERFACE TO
MULTIPLE REGISTRAR SYSTEM

Examiner: Douglas B. Blair

Art Unit: 2142

REPLY BRIEF

Commissioner for Patents
P.O. Box 1450
Alexandria, Va. 22313-1450
ATTENTION: Board of Patent Appeals and Interferences

Sir:

Appellants submit this reply brief in the above-referenced application. The Examiner's Answer was mailed on June 15, 2005.

ISSUES

The Claims Are Not Obvious

In the Appeal Brief, Appellants assert that the applied Broadhurst and Farris patents do not render obvious any of the claims because neither disclose or suggest presenting an option to book a domain name to a customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name, as recited in the claims on appeal. Appellants also asserted that the cited references do not disclose or suggest presenting a domain name reservation form to the customer, or, in response to receiving payment information and an acceptance of the legal agreement from the customer, reserving the domain name as recited in the claims on appeal. Appellants pointed out that the portion of Farris relied on to

supposedly disclose reservation of domain names, at col. 31, lines 10-37, does not in fact disclose reservation of domain names, but instead is InterNic's Domain Dispute Resolution Policy statement concerning trademark disputes involving domain names.

In the Examiner's Answer, the Examiner states "the cited portion of Ferris is relied upon to show that a domain name can be implicitly reserved without necessarily being registered. Specifically, a group with a trademark has a reservation of a domain name even though the group may not have the domain name registered. Hence, Ferris shows that the conceptual differences of reserving a domain name were obvious at the time of appellant's invention." See Examiner's Answer, page 7.

As explained in the Appeal Brief, reserving a domain name is setting aside a domain name for future use. Thus, the claimed recitation of "presenting an option to book a domain name to a customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name" includes presenting an option to reserve a domain name to a customer. Farris never discloses presenting an option to book a domain name, including an option to reserve a domain name. Instead, Farris discloses a Domain Name Dispute Resolution Policy issued by InteNic that allows owners of trademarks to dispute domain names owned by a third party that infringe the trademark. The policy allows InterNic to withdraw the domain name from the third party if InterNic receives a court order to that effect.

The InterNic Policy is not a disclosure that a domain name is "implicitly reserved" for the trademark owner as asserted by the Examiner. In fact, the policy does not even indicate that the domain name will be set aside for the trademark owner, but instead that the domain name will be withdrawn from the domain name owner upon receipt of a court order. Further, the InterNic Policy does not disclose "presenting an option to book a domain name to a customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name" as required by the claims on appeal.

The Examiner's Answer further asserts that Appellants argued on page 6, par. 3 of the Appeal Brief that the only difference between registering a domain name and reserving a domain name is that entry of the name server information is not necessary when reserving a domain name, and that omitting of the name server information would be obvious in view of Broadhurst. The Examiner's Answer concludes that the reservation form being sent to the customer is obvious because Broadhurst teaches a "registration" form that can be sent to the customer which would render such a reservation form obvious. See Examiner's Answer, pages 7 and 8.

However, Appellants never argued that "the only difference" between registering a domain name and reserving a domain name is that entry of the name server information is not necessary when reserving a domain name. Instead, Appellants pointed out that reservation of the b domain name does not require entry of the name server information as in the registration process because reservation of the domain name is used to set aside the domain name for future use when the customer does not yet want to associate it with a web site. The process used and described in the application, that a customer form does not require entry of the name server information, does not mean that is the only difference between registering and reserving the domain name as improperly asserted by the Examiner. For example, an additional difference is that in reserving a domain name, the domain name is set aside for future use by the customer. Neither Broadhurst nor Farris disclose or suggest reserving a domain name.

The Examiner's assertion that the registration form of Broadhurst renders obvious a reservation form is legally incorrect, because none of the applied references disclose or suggest even the concept of reserving a domain name for a customer.

In summary, the Examiner has failed to show that Broadhurst or Farris disclose or suggest presenting an option to book a domain name to a customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name, or presenting a domain name reservation form to the customer, or, in response to receiving payment information and an acceptance of the legal agreement from the customer, reserving the domain name, as recited in the claims on appeal.

The Examiner asserts that appellants have failed to address the objections to the drawings. The objections to the drawings were not addressed because this is not an appealable issue.

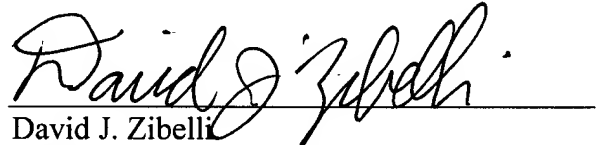
CONCLUSION

Appellants respectfully requests reversal of the rejections of claims 15-35. These claims are allowable over the cited art.

The Office is hereby authorized to charge any additional fees or credit any overpayments under 37 C.F.R. § 1.16 or § 1.17 to Deposit Account No. 11-0600.

Respectfully submitted,

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